IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE SIDE

WRIT PETITION NO.4556 OF 2006

Namrata Mangesh Kalzunkar and ors. ..Petitioners

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4557 OF 2006

Krushna Venkaji Ghorpade ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4558 OF 2006

Pandurang Babaji Chawan ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4559 OF 2006

Shakuntala Suryaji Surve and ors. ..Petitioners

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4560 OF 2006

Dattaram Sakharam Kangane ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4561 OF 2006

Shobha Vaman Shinde ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4562 OF 2006

Naraya Shankar Shinde ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4563 OF 2006

Laxman Babi Gaikwad ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4564 OF 2006

Murlidhar Sitaram Gaonkar ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4565 OF 2006

Gajanan Shankar Kalzunkar ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4566 OF 2006

Mohan Shankar Chavan ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4567 OF 2006

Revati Chandrakant Chavan ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4568 OF 2006

Shekhar G.Kalzunkar ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4569 OF 2006

Rajaram Vithal Ghadi ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4570 OF 2006

Bharat Balkrishna Kalzunkar ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRITH PETITION NO.4571 OF 2006

Prabhakar Vithal Ghadi ..Petitioner

Versus

Tata Housing Development Co.Ltd. ..Respondent

WITH

WRIT PETITION NO.4572 OF 2006

Vinayak Balkrishna Kalzunkar ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4573 OF 2006

Gajanan Bajirao Surve ..Petitioner

Versus

Tata Housing Development Co. Ltd. ..Respondent

WITH

WRIT PETITION NO.4574 OF 2006

Ashok Laxman Desai ..Petitioner

Versus

Tata Housing DEvelopment Co. Ltd. ..Respondent

Mr.S.B.Prabhavalkar for petitioners in all petitions

Mr.P.K.Dhakephalkar i/b T.N.Tripathi & Co. for respondent

CORAM : DR.D.Y.CHANDRACHUD, J.

DATE : 18TH JULY, 2006.

P.C.:

1. All these petitions arise out of an Order dated 4th/5th May 2006 passed by the Small Causes Court in interim applications taken out by the respondent. The

petitioners are erstwhile tenants of Wageshwari Patra Chawl, to whom permanent alternate accommodation has been provided by the respondent in pursuance of a consent decree dated 21.4.1999 passed by this Court in a Suit on the Original Side. The old rents were pegged at Rs.8.30 ps. The respondent in the interim notice filed before the Small Causes Court, claimed that the petitioners are in arrears of charges due and payable. The statement which has been placed before the Court reveals particulars of the heads under which the arrears are claimed, such as (1) Rent, (2) Electricity dues, (3) Water charges and (4) Property Taxes. Demands have also been received from the Respondent under other heads i.e. maintenance, security, administration costs and interest on delayed payment. The interim notices were made absolute in terms of prayer clause (b).

2. There is prima facie, merit in the submission of the respondent that the petitioners who have been provided permanent alternate accommodation cannot legitimately expect to continue to occupy the premises on an old rent of Rs.8.30 ps. per month without paying the actual amount of expenditure incurred in respect of water charges, electricity charges and proportionate

property taxes. The chart which has been submitted before the court shows that water charges have been computed at the rate of Rs.134.50 p.m. per tenement. Electricity charges are computed at the rate of Rs.131.42 p.m. The property taxes payable are computed at Rs.676.29 p.m. on a pro-rata basis. The total amount due and payable under these heads is Rs.942.21. These figures are based on the actuals for the period after September, 2005.

3. The ends of justice would be met if for the period commencing from 1st September, 2005, the amount which is liable to be paid in respect of each tenement is by way of an interim arrangement quantified at the rate of Rs.800/= per month. In respect of the claim of arrears for the period prior to 31.8.2005, the occupants shall be liable to pay the (1) water charges, (2) electricity charges (3) property taxes and (4) monthly rentals at the rate of Rs.600/= per month for each tenement from the date of occupation until 31st December.2000. The rate shall be of Rs.700/= per month from 1.1.2001 to 31.12.2003 and Rs.750/= per month from 1.1.2004 to 31.8.2005. The arrears due and payable by each of the occupants shall be computed on the aforesaid

basis and shall be paid over to the respondent in equal monthly instalments over 12 calendar months. The first of the instalments shall be due and payable on or before 31st August 2006. The instalments for every succeeding month shall be paid on or before the end of the month. This will be in addition to the monthly payment of Rs.800/= to be paid for the period after 1st September, 2005 in accordance with the aforesaid directions during the pendency of the suit. The payments made will be subject to final orders that will be passed by the Small Causes Court and subject to final adjustment.

4 The petitions are accordingly disposed of in these terms.